in another case we find that if the two highest bidders at a mortgage sale refuse to comply with their bids the mortgagor may direct a private sale and is bound thereby. *Cockrill* v. *Whitworth,* 52 S. W. 524. Furthermore, when a mortgage trustee has divested himself of his title, even though not in compliance with the conditions of his trust, or at a defective sale, a second deed after a re-advertisement and re-sale is void and ineffectual. Equity alone will afford relief. *Stephens* v. *Clay,* 17 Col. 489; *Koester* v. *Burke,* 81 Ill. 436. Two cases hold with the principal case on the main proposition, but in them the trustee had done nothing to divest himself of his title before re-advertisement and re-sale. *Dover* v. *Kennerly,* 44 Mo. 145. *O'Fallon* v. *Kennerly,* 45 Mo. 124. When such a re-sale is held the defaulting highest bidder is responsible for a deficiency and entitled to excess in the price secured at the second sale over his prior bid. *Aukam* v. *Zantzinger,* 94 Md. 421; *McCormick* v. *Williams,* 68 S. E. 138.

MORTGAGES — VENDEE OF MORTGAGED PREMISES LIABLE TO MORTGAGEE THOUGH MORTGAGE BARRED AT TIME OF PURCHASE.—Defendants J. D. and I. D., gave mortgage in 1904 on two lots to T, to secure note. T. assigned to plaintiff. Defendants J. D. and I. D. exchanged property for property of defendant L. P. in 1910, the latter assuming the mortgage on the property she received in exchange. Mortgage outlawed at time of exchange. Plaintiff sued to foreclose. *Held* that L. P. was bound to pay the mortgage although it was thus outlawed since L. P. had assumed to pay it as part of the consideration in the trade. *Davis* v. *Davis,* (Cal. 1912) 127 Pac. 1051.

The decision seems to be in line with the weight of authority. JONES, MORTGAGES, Ch. XVII; *Flack* v. *Neill,* 22 Tex. 253; *Schumucker* v. *Sibert,* 18 Kan. 104. Where a party has secured his note by a mortgage and then transferred the property, the note and mortgage becoming subsequently outlawed, a later acknowledgment of the note by the mortgagor will revive the mortgage so as to affect the vendee. *Hubbard* v. *Mo. Val. Life Ins. Co.* 25 Kan. 172. Also the statute is tolled as to a vendee of mortgaged property by any new promise by his vendor, the mortgagor, before his purchase. *Carson* v. *Cochran,* 52 Minn. 67; *Heyer* v. *Pruyn,* 7 Paige 465. But under one California case, contrary to the general trend of authorities in that state, a mortgage barred by statute is not revived by a renewal of the accompanying note between the original parties. *Wells* v. *Harter,* 56 Cal. 342. As to available methods of action by a mortgagee against a purchaser of the mortgaged premises, who has assumed the mortgage, a direct action at law, or an equitable action based on the doctrine of subrogation, see 10 COL. L. REV. 765.

MUNICIPAL CORPORATIONS—ANNEXATION OF AN "ADJOINING VILLAGE."—The Illinois statute authorizes any city etc., to annex any other incorporated city, village, or town adjoining the same. The boundaries of the incorporated village of Morgan Park at the northern and southern ends are co-incident with the boundaries of Chicago, but the eastern boundary of the village does not touch a boundary of the city, there being an intervening unincorporated piece of land two hundred acres in extent. After an election pursuant to the statute had resulted favorably to the annexation of Morgan Park, the City